

**BOISE STATE UNIVERSITY ALUMNI ASSOCIATION, INC.  
AFFINITY AGREEMENT**

This Agreement is entered into as of this 7<sup>th</sup> day of November, 2003, (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("MBNA America"), and BOISE STATE UNIVERSITY ALUMNI ASSOCIATION, INC., an Idaho non-profit corporation having its principal place of business in Boise, Idaho ("Alumni Association") for themselves, and their respective successors and assigns.

**1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this agreement and Schedules A,B and C.
- (b) "Alumni Association Affiliate" means any entity controlled by or under common control with the Alumni Association.
- (c) "Alumni Association Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Alumni Association or any Alumni Association Affiliate during the term of this Agreement.
- (d) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.
- (e) "Customer" means any Member who is a participant in the Program.
- (f) "Financial Service Products" means credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs and travel and entertainment charge card programs. This definition shall not include the business credit card program between Boise State University and U.S. Bank as the same is currently structured and delineated as of the date of this Agreement.
- (g) "Mailing Lists" means updated and current lists and/or magnetic tapes (in a format designated by MBNA America) containing names, postal addresses and, when available, telephone numbers and e-mail addresses of Members organized by zip codes or some other reasonably selected membership characteristics.
- (h) "Member" means: a student of BOISE STATE UNIVERSITY (each a "Student Member"); and (ii), graduates or alumni of the University, a member of the Alumni Association, friends, faculty and staff of the University, fans, ticket holders, donors and contributors of any

University athletic team or athletic department and other participants upon whom the parties may mutually agree (each an "Alumni Member").

- (i) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.
- (j) "Royalties" means the compensation set forth in Schedule B.
- (k) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or owned by the Alumni Association during the term of this Agreement.
- (l) "Group Incentive Program " or "GIP" means any marketing or other program whereby Alumni Association conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.
- (m) "GIP Account" means a Credit Card Account opened by a Member pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.
- (n) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement and opened pursuant to the Program.
- (o) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which Alumni Association complies with the GIP provisions of the Agreement.

## **2. RIGHTS AND RESPONSIBILITIES OF THE ALUMNI ASSOCIATION**

(a) The Alumni Association agrees that during the term of this Agreement it shall endorse the Program exclusively and that Alumni Association and any Alumni Association Affiliate shall not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America; (ii) license or allow others to license the Trademarks in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America. Notwithstanding anything else in this Agreement to the contrary, Alumni Association may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by Alumni Association of said financial institution or the advertised Financial Service Product.

(b) Alumni Association agrees to provide MBNA America with such information and assistance as necessary to MBNA's performance of this Agreement that may be reasonably requested by MBNA America in connection with the Program.

(c) Alumni Association authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements, e-mail and/or telephone for participation in the Program.

(d) Alumni Association shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain Alumni Association's Trademark; such approval shall not be unreasonably withheld or delayed. In the event that MBNA America incurs a cost because of a change in the Trademarks (e.g., the cost of reissuing new credit cards at Alumni Association's request), MBNA America may deduct such costs from Royalties due Alumni Association. Any such cost to be incurred by MBNA America shall be submitted to Alumni Association prior to said reissuance for Alumni Association's approval. In the event such costs exceed Royalties then due Alumni Association, Alumni Association shall promptly reimburse MBNA America for all such costs.

(e) Upon the request of MBNA America, Alumni Association shall provide MBNA America with Mailing Lists free of any charge; provided, however, that Alumni Association shall not include in any Mailing List the name and/or related information regarding any person who has expressly requested that Alumni Association not provide his/her personal information to third parties. In the event that MBNA America incurs a cost because of a charge assessed by Alumni Association or its agents for an initial Mailing List or an update to that list, MBNA America may deduct such costs from Royalties due Alumni Association. Alumni Association shall provide the initial Mailing List, containing at least Eighteen Thousand (18,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Student Members and at least at least Fifty Thousand (50,000) non-duplicate names with corresponding postal addresses and, when available, telephone numbers and e-mail addresses of Alumni Members as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement.

(f) Alumni Association shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to Alumni Association. Notwithstanding the above, Alumni Association may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by MBNA America to Alumni Association. Any correspondence received by Alumni Association that is intended for MBNA America (e.g., applications, payments, billing inquiries, etc.) shall be forwarded to the MBNA America account executive via overnight courier within two (2) business days of receipt. All charges incurred for this service will be paid by MBNA America.

(g) Alumni Association hereby grants MBNA America and its affiliates (as defined in Section 12(h)(i)) a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement, subject to the conditions set forth in Section 12(h). This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Alumni Association shall provide MBNA America all Trademark production materials (e.g., camera ready art) required by MBNA America for the

Program, as soon as possible but no later than thirty (30) days after Alumni Association's execution of this Agreement. Nothing stated in this Agreement prohibits Alumni Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) Alumni Association shall permit MBNA America to advertise the Program on its home page and at other prominent locations within the internet site of Alumni Association. MBNA America may establish a "hot-link" from such advertisements to another internet site to enable a person to apply for a Credit Card Account. Any Credit Card Account generated pursuant to such a "hot-link" shall entitle Alumni Association to the GIP compensation set forth on Schedule B, subject to the other terms and conditions of this Agreement. Alumni Association shall modify or remove such advertisements within two (2) business days of MBNA America's request.

### **3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

- (a) Except as provided for in Section 13, MBNA America shall pay for and design, develop and administer the Program for the Members.
- (b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of Alumni Association.
- (c) MBNA America shall bear all costs of producing and mailing materials for the Program.
- (d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of Alumni Association.
- (e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Alumni Association. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and shall not be subject to this Agreement; provided however that MBNA America will not use this separate information in a manner that would imply an endorsement by Alumni Association.

### **4. REPRESENTATIONS AND WARRANTIES**

- (a) Alumni Association and MBNA America each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:
- (i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) Alumni Association represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Alumni Association Trademarks to MBNA America for use as contemplated by this Agreement, and to provide the Mailing List(s) to MBNA America for the promotion of the Program.

## **5. CROSS INDEMNIFICATION**

(a) Alumni Association and MBNA America each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by Alumni Association or MBNA America, respectively as the case may be, or its directors, officers or employees. Alumni Association will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from the Trademark license granted herein or from MBNA America's use of the Trademarks in reliance thereon, or from the use of any Mailing List(s) by MBNA America for the promotion of the Program. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

(b) MBNA America will indemnify and hold harmless BSUAA, its directors, officers, agents, employees, parents, subsidiaries, affiliates, successors and assigns, from and against any causes of action, and the reasonable and actual costs incurred in connection therewith, which arises out of a violation of applicable state or federal law by MBNA America, its employees, agents or contractors, (referred to as a "Claim"). BSUAA shall, within ten (10) business days of receiving notice of the Claim as a result of being served with administrative or judicial process, notify MBNA America in writing (in the manner provided for in this Agreement) of the Claim. BSUAA agrees (i) to take no action which may materially prejudice MBNA America's defense or increase its liability ("Action") with respect to a Claim without MBNA America's prior written

approval and (ii) that MBNA America may respond to a Claim as it determines in its sole discretion, provided however MBNA America shall not agree to settle or compromise any Claim that does not provide for the full and complete release of claims against BSUAA, the adequacy of which BSUAA shall determine in its reasonable discretion. If BSUAA takes any Action with respect to a Claim without MBNA America's written approval or BSUAA fails to notify MBNA America of a Claim within fifteen (15) business days of receiving the Claim, unless MBNA America is also a defendant in the Claim, MBNA America shall be released and discharged from any obligation under this Section 5 to indemnify and hold BSUAA harmless with respect to that Claim.

## **6. ROYALTIES**

(a) During the term of this Agreement, MBNA America shall pay Royalties to Alumni Association. Royalties will not be paid without a completed Schedule C (W-9 Form and EFT Form). Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days after the end of each calendar quarter.

(b) On or before the forty fifth (45th) day after the end of each calendar quarter during the term of this Agreement, MBNA America will provide Alumni Association with a statement showing the number of Credit Card Accounts opened, the number of Credit Card Accounts renewed and the retail purchase dollar volume (excluding those transactions that relate to refunds, returns and unauthorized transactions), made during the preceding calendar period.

## **7. PROGRAM ADJUSTMENTS**

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features.

## **8. CONFIDENTIALITY OF AGREEMENT**

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and Alumni Association shall be permitted to disclose such Information (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner; and (ii) as required by law or by any governmental regulatory authority provided that Alumni Association immediately notifies MBNA America of the existence, terms and circumstances surrounding such request, consults with MBNA America on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such Information is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Information to be disclosed which MBNA America designates.

**9. TERM OF AGREEMENT**

The initial term of this Agreement will begin on the Effective Date and end on November 30, 2008. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable.

Notwithstanding the above or any other provision in this Agreement, if at the end of the initial term MBNA America has not fully recouped any payments previously made to Alumni Association which are subject to recoupment under this Agreement ("Recoupable Payments"), this Agreement shall not terminate at the end of such term, but shall automatically renew for a one-year period. At the end of the one-year period in which MBNA America recoups all Recoupable Payments, this Agreement will renew in accordance with the second sentence in Section 8.

**10. STATE LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

**11. TERMINATION**

(a) In the event of any material breach of this Agreement by MBNA America or Alumni Association, the other party may terminate this Agreement by giving written notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate sixty (60) days after the Cure Period.

(b) If either MBNA America or Alumni Association becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with Section 10(d) of this Agreement, cease to use the Trademarks. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Alumni Association to the Members. Such approval shall not be unreasonably withheld. Upon termination of this Agreement, Alumni Association shall not attempt to cause the removal

of Alumni Association's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

(e) In the event that a material change in any applicable law, statute, operating rule or regulation, or any material change in any operating rule or regulation of either VISA or MasterCard makes the continued performance of this Agreement under the then current terms and conditions illegal or commercially impracticable then MBNA America shall have the right to terminate this Agreement upon ninety (90) days advance written notice. Such written notice shall include an explanation of the change in law and the resulting illegality or commercial impracticality resulting from such change.

(f) For a one (1) year period following the termination of this Agreement for any reason, Alumni Association agrees that neither Alumni Association nor any Alumni Association Affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a credit or charge card, or a credit or charge card related product to persons who were Customers. Notwithstanding the foregoing, Alumni Association may, after termination of this Agreement, offer persons who were Customers the opportunity to participate in another credit or charge card program endorsed by Alumni Association provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a customer of MBNA America, or offered any terms or incentives different from that offered to all Members.

## 12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 5, 8, 11(c), 11(d) and 11(f) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

- (1) If to Alumni Association:

BOISE STATE UNIVERSITY ALUMNI ASSOCIATION, INC.  
1910 University Drive  
Boise, Idaho 83725-1035

ATTENTION: Mr. Lee Denker  
Executive Director

Fax #: (208) 426-1005

- (2) If to MBNA America:

MBNA AMERICA BANK, N. A.  
Rodney Square  
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: (302) 432-0262

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

(h) MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of Alumni Association; and Alumni Association may not assign or transfer its rights and/or obligations under this Agreement without the written consent of MBNA America; provided however, that MBNA America may assign or transfer, without written consent, its rights and/or obligations under this Agreement:

- i. to any individual, corporation or other entity [other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")] pursuant to a sale [other than a sale as described in subsection (ii), below] as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or

ii. to any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or

iii. to any MBNA Affiliate.

MBNA America shall notify Alumni Association of the assignment of any rights or obligations under this Agreement.

(i) MBNA America and Alumni Association are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(j) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Alumni Association and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(k) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence.

(l) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(m) Subject to applicable law and regulation, MBNA America has the right to place trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items suitable in MBNA America's judgment for the solicitation of Credit Card Account applications. Alumni Association shall have final approval of the use and appearance of the Trademarks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (e.g., any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of Alumni Association for such gifts or premiums. Alumni Association agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to Alumni Association's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to Alumni Association.

### **13. GROUP INCENTIVE PROGRAM**

- (a) MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Alumni Association pursuant to any GIP. In that regard, Alumni Association shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Alumni Association to the Royalty specified in Schedule B, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs shall be coded by Alumni Association for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule B.
- (c) In addition to all other rights it may have under this Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by Alumni Association pursuant to any GIP. MBNA America shall have approval and control of the scope, timing, content and continuation of any GIP.
- (d) All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Alumni Association pursuant to any GIP shall be deducted from any or all Royalty payments due Alumni Association under this Agreement.
- (e) Alumni Association shall comply with MBNA America's reasonable instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

**BOISE STATE UNIVERSITY  
ALUMNI ASSOCIATION, INC.**

By: [Signature]  
Name: Alex S. LaBeau  
Title: 1<sup>st</sup> Vice President  
Date: 8/27/03

**MBNA AMERICA BANK, N.A.**

By: [Signature]  
Name: Frank B. McEntee  
Title: Sales  
Date: 17<sup>th</sup> of 2003

**BOISE STATE UNIVERSITY  
ALUMNI ASSOCIATION, INC.**

By: [Signature]  
Name: SUSAN K. BAKER  
Title: PRESIDENT  
Date: 8-27-03

## SCHEDULE A

### TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

#### A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.
2. For Alumni Credit Card Accounts, the current annual percentage rate will be a fixed rate of 11.99%.
3. For Student Credit Card Accounts, the current annual percentage rate will be a fixed rate of 15.99%.
4. Customers may be offered opportunities to purchase a variety of communication services and to select credit insurance as a benefit under the Program.

#### B. REWARD ENHANCEMENT

“Reward Enhancement” means the loyalty reward Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts.

1. There is no annual fee.
2. The current annual percentage rate is a fixed rate of 12.99%
3. The Reward Enhancement may be marketed under another name (e.g., Plus Rewards), as determined by MBNA America from time to time, in its sole discretion.

#### C. GOLD RESERVE ACCOUNTS

“Gold Reserve Account” means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is an annual fee of \$20.00 after the first year, when applied.
2. The annual fee is waived for the first six (6) months.
3. The annual fee for the second six (6) months is \$10.00, when applied.

4. Customers receive a supply of blank checks from MBNA America to be drawn upon a predetermined line of credit.
5. The customer may request more checks from MBNA America on a periodic basis.

D. GOLD OPTION ACCOUNTS

“Gold Option Account” means a GoldOption® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is no annual fee.
2. Customers can request that checks be drawn upon a predetermined line of credit.
3. MBNA America issues checks (for specific monetary amounts) to be sent to those third parties requested by the Customer.
4. Monthly payments may be tailored to Customers’ needs.

## SCHEDULE B

### ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay Alumni Association a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of accounts for Alumni Association employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
2. \$1.00 (one dollar) for each Alumni Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Alumni Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. \$1.00 (one dollar) for each Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Student Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Student Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
4. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (four tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using an Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Accounts shall only generate the Royalty compensation set forth in this Schedule B, Section B notwithstanding any other provision of this Agreement.

1. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (two tenths of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

E. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average MMDA Deposits.
2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

F. GIP ACCOUNTS

1. \$40.00 (forty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
2. \$40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise

disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

G. ROYALTY ADVANCE

1. Within forty-five (45) days after the Effective Date of this Agreement, MBNA America shall pay to Alumni Association the sum of One Hundred Thousand Dollars (\$100,000), as an advance against future Royalties (the first "Advance"), subject to the provisions set forth below. Within forty-five (45) days of November 7, 2004, November 7, 2005, November 7, 2006 and November 7, 2007, respectively, MBNA America shall pay to Alumni Association the sum of One Hundred Thousand Dollars (\$100,000) (each an "Advance", the first Advance and the Advance are hereinafter referred to as the "Advance") for a total Advance of Five Hundred Thousand Dollars (\$500,000), as an advance against future Royalties, subject to the terms below. All Royalties accrued shall, in lieu of direct payment to Alumni Association, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to Alumni Association hereunder, and (y) Alumni Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to the end of the initial term as stated in this Agreement as of the Effective Date;
- (ii) Alumni Association breaches any of its material obligations under this Agreement;
- (iii) MBNA America is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;
- (iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and
- (v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events, during each consecutive twelve month period during the term of the Agreement; and
- (vi) The University enters into, endorses, sponsors or promotes any Financial Service Product with any entity other than MBNA America.

2. If during any given year(s) during the initial term of this Agreement MBNA America recoups all prior Advances paid by it to the University in prior years, and pays Alumni Association Royalties accrued by Alumni Association over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

H. ROYALTY GUARANTEE

Alumni Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Five Hundred Thousand Dollars (\$500,000) (the "Guarantee Amount") by the end of the full initial term of the Agreement, subject to the provisions set forth below. If on the last day of the full initial term of this Agreement Alumni Association has not accrued \$500,000 in Royalties, MBNA America will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by and paid to the Alumni Association during the initial term of this Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.



www.MBNA.com

MBNA America Bank, N.A.

Wilmington, Delaware 19884-0162

(302) 432-1133

(302) 432-1383 Fax

Donald W. Finch  
Executive Vice President

July 17, 2003

Mr. Lee Denker  
Executive Director  
Boise State Alumni Association  
Boise, ID 83725-1035

Mr. Buster Neel  
Vice President, Business and Finance  
Boise State University  
Boise, Idaho 83725-1200

RE: The affinity agreement between Boise State Alumni Association ("BSUAA") and MBNA America Bank, N.A. ("MBNA") dated July 17, 2003 (the "Agreement").

Dear Lee:

As we discussed it is extremely important to the continued success of the BSUAA credit card program (the "Program") and to protect the very large financial commitment MBNA has made to the BSUAA, that no other endorsement of financial services, similar to those offered by MBNA, exist at Boise State University (the "University"). In consideration of the increased financial commitment by MBNA and the benefits the University receives from the Agreement due to the increase in monies and revenues BSUAA has used to benefit University students and alumni, this letter sets forth an additional agreement, with respect to exclusivity of Credit Card Products, as such term is defined below, between MBNA, BSUAA and the University.

It is agreed that during the term of the Agreement, no credit card programs, charge card programs, debit card programs, installment loan programs, revolving loan programs, deposit programs, and travel and entertainment card programs ("Credit Card Programs") shall be endorsed, developed, solicited or sponsored by the University or any department, college or entity of the University. **This excludes the University Business Card with US Bank. ; See Attached.**

University hereby grants to MBNA and its affiliates a limited, exclusive license to use any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement (the "University

Trademarks") solely in conjunction with the Program, including the promotion thereof. University represents and warrants that as of the date hereof and throughout the term of the Agreement that BSUAA, and no other entity other than BSUAA, has the absolute and exclusive right and power to use the mailing lists of the University and the University Trademarks for the purposes under the Agreement. University further represents and warrants as of the date hereof and throughout the term of the Agreement that the University will not permit any other entity, including but not limited to any department of, or any department affiliated or associated with the University to use any mailing list of the University or the University Trademarks in relation to or for promoting any Credit Card Programs of any entity other than MBNA.

If the above meets with your approval, please have a duly authorized individual sign this letter on behalf of each respective entity where indicated below and return it to me for counter-signature by MBNA. A fully executed copy will then be returned to you for your records.

Sincerely,

Donald W. Juch

AGREED AND ACCEPTED BY:

AGREED AND ACCEPTED BY:

Boise State University

MBNA AMERICA BANK, N.A.

By: [Signature]

By: [Signature]

Name: HARRY E. NEEL, JR.

Name: Frank B. McEntee

Title: VP FINANCE & ADMINISTRATION

Title: Sales

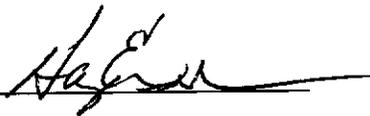
Date: 8/28/03

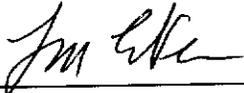
Date: 17<sup>th</sup> Sep 2003

Boise State University currently utilizes a Purchasing Card program that is mandated by the State of Idaho through Wells Fargo Bank. Such card, and any other State of Idaho mandated credit card type programs, present and future, are exempt from the representations and warranties made in this letter. Boise State University also utilizes American Express Corporate Cards for business travel and purchasing operations, and such program is also exempt from the representations and warranties made in this letter. Further exempt are all the accounts and other relationships Boise State University has with U.S. Bank as the official bank of Boise State University. This letter shall not be viewed in any way as a restriction upon the normal banking operations of Boise State University.

Boise State University

MDNA AMERICA BANK, N.A.

By: 

By: 

Name: HARRY E. NEEL, JR.

Name: FRANK B. McEnta

Title: VP FINANCE & ADMINISTRATION

Title: SEVP

Date: 8/28/03

Date: 17th Sp 2003

  
**TERM EXTENSION ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into as of 7-11, 2008 and shall be effective as of the 1<sup>st</sup> day of December, 2008 ("Effective Date") by and between Boise State University Alumni Association, Inc. ("Alumni Association"), and FIA Card Services, N. A. f/k/a MBNA America Bank, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, Alumni Association and Bank are parties to an Amended and Restated Agreement dated as of November 7, 2003, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain lists provided to Bank by or on behalf of Alumni Association; and

WHEREAS, Alumni Association and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Alumni Association and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The following definitions are hereby added to Section 1 of the Agreement as follows:

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

**"Contract Year"** means the period from the Effective Date through November 30, 2009, and each twelve month period thereafter from December 1 through November 30 during the term of the Agreement.

**"Deposits"** means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

**"Deposit Account"** means a consumer deposit account opened pursuant to the Program.

**"Emerging Account"** means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

**"Emerging GIP Account"** means an Emerging Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.

**"Gold Option Account"** means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program. Gold Option Accounts are not Revolving Consumer Accounts.

**“Gold Reserve Account”** means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program. Gold Reserve Accounts are not Revolving Consumer Accounts.

**“Reward Enhancement”** means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.

**“Student GIP Account”** means a Student Credit Card Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of this Agreement.

3. Sections 1(n) and 1(o) are hereby deleted in their entireties and replaced with a new 1(n) and 1(o) as follows:

**“Reward Account”** means a Credit Card Account carrying a Reward Enhancement.

**“Reward GIP Account”** means a Reward Account opened pursuant to a GIP in which Alumni Association complies with the GIP provisions of the Agreement.

4. The parties agree that the Reward Enhancement is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by Alumni Association under the Agreement.

5. The Alumni Association agrees to not endorse, sponsor, promote aid, advertise, or develop a loyalty rewards program similar to the Reward Enhancement (other than Bank programs). Subject to the foregoing, all of Alumni Association’s promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to the Reward Enhancement.

6. Notwithstanding anything contained in the Agreement to the contrary, Alumni Association acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively “Bank Products”) contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using Alumni Association’s Marketing Lists for Deposits, market Bank Products (excluding “Deposits Offers”, as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless Alumni Association consents to Alumni Association’s use of the Marketing Lists for such purposes. “Deposits Offers” means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g., Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank’s own files and shall not be subject to the Agreement.

7. Section 6 of the Agreement is hereby amended to include a new Section 6(c) as follows:

“(c) If at any time during the term of the Agreement any change in any card network’s interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank’s business, as determined by Bank in its discretion (“Impact”), then Bank may notify Alumni Association in writing of Bank’s desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30)

business days after Alumni Association's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to Alumni Association, upon ninety (90) days advance written notice."

8. Section 11(e) of the Agreement is hereby deleted in its entirety and replaced with a new Section 11(e) as follows:

"(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify Alumni Association in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after Alumni Association's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to Alumni Association, upon ninety (90) days advance written notice."

9. Section 9 Term of the Agreement shall be deleted in its entirety and replace by the following as of the Effective Date:

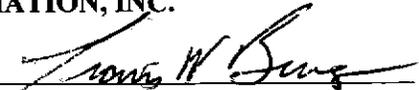
"The current term of the Agreement is hereby extended to end on November 30, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement."

10. Schedule A of the Agreement is deleted in its entirety. Schedule B of the Agreement is hereby deleted in its entirety and replaced with a new schedule, titled Schedule A, as set forth on Attachment #1, attached hereto and made a part hereof.

11. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**BOISE STATE UNIVERSITY ALUMNI ASSOCIATION, INC.**

By:   
Name: Travis Burgess  
Title: Vice President (2nd)  
Date: 7/11/08

**FIA CARD SERVICES, N.A.**

By:   
Name: DAVID BOOTH  
Title: SVP  
Date: 8.05.08

## ATTACHMENT #1

### SCHEDULE A

#### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay Alumni Association a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for Alumni Association employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

#### A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: (1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$75.00 (seventy-five dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.
5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
6. \$40.00 (forty dollars) for each Student GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Student GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge

back request, or otherwise disputed. Such Student GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**B. REWARD ACCOUNTS**

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Account which, after opening, converts to a Reward Account, or for any Reward GIP Account.
2. \$1.00 (one dollar) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Reward Credit Card Account; and annual anniversary of the month in which the Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$75.00 (seventy-five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**C. EMERGING ACCOUNTS**

Emerging Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. \$1.00 (one dollar) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Emerging Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$15.00 (fifteen dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.

## F. DEPOSIT ACCOUNTS

During the term of this Agreement, Alumni Association will receive the Deposits Royalties set forth below. Deposits Royalty compensation provisions will only apply to Deposit Accounts and not to any other Financial Service Product. Except as set forth in this Section F, Deposit Accounts are not eligible for any other Royalty compensation provisions contained in the Agreement. Further, Deposit Royalties will not be paid to Alumni Association on any existing deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (4) below, or otherwise.

1. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the money market deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
2. 0.05% (five basis points) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened under the Program. Payments will be made within forty-five (45) days after the end of each calendar quarter.
3. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90<sup>th</sup>) day from the account opening date. An additional \$5.00 (five dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.
4. 0.05 % (five basis points) of "Net New Purchases" (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change™ savings program. Subject to the rules of such savings program, and following the initial three month promotional period under such savings program, Bank or its affiliate will match an additional 5% of the Customer's Keep the Change transfers over the Bank's standard savings match for the period of time that the Customer's participating Deposit Accounts are under the Program.

"Net New Purchases" equals the sum of debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards from a bank (e.g., gift cards), and (v) any account fees or charges.

## G. ROYALTY ADVANCES.

1. Pursuant to the schedule set forth below, Bank shall pay to Alumni Association the sums set forth (each, an "Advance"), as an advance against Royalties accruing on and after the Effective Date, subject to the provisions set forth below. All Royalties accrued shall, with the exception of GIP Royalties, in lieu of direct payment to Alumni Association, be applied against the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to Alumni Association as set forth in

this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to Alumni Association hereunder, and (y) Alumni Association hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the Advance(s) paid by Bank and the total amount of accrued Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (v) below should occur:

Schedule:

<u>Date of Advance</u>	<u>Amount of Advance</u>
a. Within forty-five (45) days of the Effective Date	\$110,000
b. Upon the 1 <sup>st</sup> anniversary of the Effective Date	\$70,000
c. Upon the 2 <sup>nd</sup> anniversary of the Effective Date	\$70,000
d. Upon the 3 <sup>rd</sup> anniversary of the Effective Date	\$70,000
e. Upon the 4 <sup>th</sup> anniversary of the Effective Date	\$70,000

(i) the Agreement is terminated prior to November 30, 2013;

(ii) Alumni Association breaches any of its obligations under this Agreement;

(iii) Bank is prohibited or otherwise prevented from conducting at least five (5) direct mail campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement;

(iv) Bank is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Marketing List during each consecutive twelve (12) month period during the term of the Agreement; and

(v) Bank shall not be prohibited from conducting promotion campaigns at major Alumni Association events (stadium, campus, race course, athletics website, etc.) during each consecutive twelve (12) month period during the term of the Agreement.

2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to Alumni Association in prior years, and pays Alumni Association Royalties accrued by Alumni Association over and above the Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

#### H. ROYALTY GUARANTEE.

Alumni Association shall be guaranteed to accrue Royalties, (with the exception of Sections A.4, A.6, B.4 and C.4 of Schedule A) equal to or greater than three hundred ninety thousand dollars (\$390,000) (the "Guarantee Amount") by November 30, 2013, subject to the provisions set forth below. If on November 30, 2013 Alumni Association has not accrued \$390,000 in Royalties, Bank will pay Alumni Association an amount equal to the Guarantee Amount minus the sum of all compensation accrued by Alumni Association during the initial term of this Agreement. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1, above.

I. OUTSTANDINGS BONUS

1. Beginning in calendar year 2009 and ending in calendar year 2013, Bank will pay Alumni Association an annual outstandings bonus royalty based on the growth of the Credit Card Account outstanding loan balances (each an "Outstandings Bonus Payment"). The Outstandings Bonus Payment shall be paid based on the incremental growth of Credit Card Accounts outstandings achieved at the end of a Contract Year compared to the Credit Card Account outstandings at the end of the prior Contract Year according to the graph below. The Outstandings Bonus Payment shall be paid on or before the forty-five (45<sup>th</sup>) day following the end of the applicable Contract Year.

Notwithstanding the foregoing, this Outstandings Bonus Payment and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection G.1., above.

<u>Growth In Outstandings</u>	<u>Outstandings Bonus Payment</u>
Less than 20%	\$0
20% to 29.99%	\$15,000
30% or greater	\$22,000